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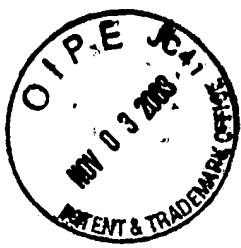
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**POWER OF ATTORNEY BY ASSIGNEE UNDER 37 C.F.R. § 3.71
AND CERTIFICATE OF TITLE BY ASSIGNEE UNDER 37 C.F.R. § 3.73(b)**

For handling matters in the United States Patent and Trademark Office.

MJD Innovations, L.L.C. is the Assignee of the invention,

Entitled: Cushioning Shoe Insole

Inventors: Mike Dennis
Russell A. Monk

Docket Number: OAE.306 (J-OAER.1011)

The specification of which was filed on November 14, 2001, and assigned Serial No. 10/003,122

MJD Innovations, L.L.C., as assignee hereby appoints the following attorney to prosecute this application and to transact all business connected therewith in the United States Patent and Trademark Office; said appointment to be to the exclusion of the inventor(s) and his attorney in accordance with the provisions of 37 C.F.R. § 1.32:

Robert D. Varitz, Reg. No. 31436
Phone: 503-720-1983
Facsimile: 503-233-7730

Jon M. Dickinson, Reg. No. 22820

Send all correspondence to:

Robert D. Varitz
ROBERT D. VARITZ, P.C.
2007 S.E. Grant Street
Portland, OR 97214


Pursuant to 37 C.F.R. § 3.73(b), the undersigned certifies that assignee is a corporation, and is the owner of the entire right, title and interest in the above-identified patent application by virtue of an assignment from the inventor(s) to Assignee.

The original of which is herewith forwarded to the U.S. Patent and Trademark Office for recording.

I have reviewed the assignment and to the best of my knowledge and belief, title to the above-identified patent application is in Assignee. I declare that I am empowered by Assignee to sign this certificate on behalf of Assignee.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that theses statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting patent.

Date: 10-9-03


Michael R. Dennis
Member

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11/24/03

ROBERT D. VARITZ, P.C.

ATTORNEY AT LAW
2007 S.E. GRANT STREET
PORTLAND, OREGON 97214
U S A

OFFICIAL

TELEPHONE: (503) 720-1983
FACSIMILE: (503) 233 7730

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Date: November 19, 2003

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From: Robert D. Varitz, Esq.

To: Ms. Payton; Gp 3700
U. S. Patent and Trademark Office

Fax No.: 703-872-9306

Subject: Assignments for: (1) 10/367,247; and (2) 10/003,122

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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned,

Michael R. Dennis
Russell A. Monk

1. Hereby sell, assign and transfer to MJD Innovations, L.L.C., having a place of business at 34020 Skyway Drive; Scappoose, Oregon 97056, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries: (a) in and to any and all inventions which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned on the date indicated and is:

Entitled: - Shoe Insole with Layered Partial Perforation
Docket Number: - J-OAER.1014
Serial No.: - 10/367,247
Filing Date: - February 14, 2003

(b) in and to the application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and (c) in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions;

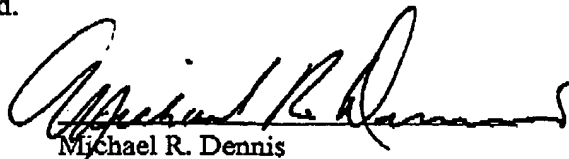
2. Agree that the Assignee may apply for and receive Letters Patent for said inventions in its own name; and that, when requested, (at the expense of the Assignee, its successors, assigns and legal representatives), the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to the Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said inventions and the history thereof; and generally to do everything reasonable which the Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in the Assignee, its successors, assigns and legal representatives; and

Page 1 of 2 Pages Assignment of Patent Application to MJD Innovations, L.L.C. by Michael R. Dennis *et al.*, Serial No.: 10/367,247; Attorney Docket No. J-OAER.1014

3. Covenant with the Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date 10-9-03

Signature:


Michael R. Dennis

Date 10-9-03

Signature:


Russell A. Monk

OFFICIAL**ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned,

Mike Dennis
Russell A. Monk

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1. Hereby sell, assign and transfer to MJD Innovations, L.L.C., having a place of business at 34020 Skyway Drive; Scappoose, Oregon 97056, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries: (a) in and to any and all inventions which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned on the date indicated and is:

Entitled: - Cushioning Shoe Insole
Docket Number: - OAE.306 (J-OAER.1011)
Serial No.: - 10/003,122
Filing Date: - November 14, 2001


(b) in and to the application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and (c) in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions;

2. Agree that the Assignee may apply for and receive Letters Patent for said inventions in its own name; and that, when requested, (at the expense of the Assignee, its successors, assigns and legal representatives), the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to the Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said inventions and the history thereof; and generally to do everything reasonable which the Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in the Assignee, its successors, assigns and legal representatives; and

3. Covenant with the Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.


Date 10-9-03

Signature:


Mike Dennis

Date 10-9-03

Signature:


Russell A. Monk